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5 **IN THE UNITED STATES DISTRICT COURT**
6 **FOR THE WESTERN DISTRICT OF WASHINGTON**
7 **SEATTLE DIVISION**

8 SHYJU KRISHNANKUTTY,

Case No.: 2:23-cv-01734-TL

9 Plaintiff,

10 **STIPULATED PROTECTIVE ORDER**

11 v.

12 TRANS UNION LLC., EQUIFAX
13 INFORMATION SERVICES, LLC., and
14 COLUMBIA DEBT RECOVERY, LLC,
d/b/a GENESIS.

15 Defendants.
16

17 **1. PURPOSES AND LIMITATIONS**

18 Discovery in this action is likely to involve production of confidential, proprietary, or
19 private information for which special protection may be warranted. Accordingly, the
20 parties hereby stipulate to and petition the court to enter the following Stipulated Protective
21 Order. The parties acknowledge that this agreement is consistent with LCR 26(c). It does
22 not confer blanket protection on all disclosures or responses to discovery, the protection it
23 affords from public disclosure and use extends only to the limited information or items that
are entitled to confidential treatment under the applicable legal principles, and it does not
presumptively entitle parties to file confidential information under seal.

24 **2. "CONFIDENTIAL" MATERIAL**

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26 "Confidential" material shall include the following documents and tangible things
27 produced or otherwise exchanged: [The parties must include a list of specific documents
28

1 such as “company’s customer list” or “plaintiff’s medical records;” do not list broad
2 categories of documents such as “sensitive business material”].

3 Plaintiff: Plaintiff’s consumer reports, Plaintiff’s personal identity documents.

4 3. SCOPE

5
6 The protections conferred by this agreement cover not only confidential material (as
7 defined above), but also (1) any information copied or extracted from confidential material;
8 (2) all copies, excerpts, summaries, or compilations of confidential material; and (3) any
9 testimony, conversations, or presentations by parties or their counsel that might reveal
10 confidential material.

11 However, the protections conferred by this agreement do not cover information that is
12 in the public domain or becomes part of the public domain through trial or otherwise.

13 4. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL

14 4.1 Basic Principles. A receiving party may use confidential material that is disclosed
15 or produced by another party or by a non-party in connection with this case only for
16 prosecuting, defending, or attempting to settle this litigation. Confidential material may be
17 disclosed only to the categories of persons and under the conditions described in this
18 agreement. Confidential material must be stored and maintained by a receiving party at a
19 location and in a secure manner that ensures that access is limited to the persons authorized
20 under this agreement.

21 4.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered
22 by the court or permitted in writing by the designating party, a receiving party may disclose
23 any confidential material only to:

- 24 (a) The parties to this action;
- 25 (b) the receiving party’s counsel of record in this action, as well as employees of
26 counsel to whom it is reasonably necessary to disclose the information for this litigation;
- 27 (c) the officers, directors, and employees (including in house counsel) of the
28 receiving party to whom disclosure is reasonably necessary for this litigation, unless the
parties agree that a particular document or material produced is for Attorney’s Eyes Only
and is so designated;

(d) experts and consultants to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(e) the court, court personnel, and court reporters and their staff;

(f) copy or imaging services retained by counsel to assist in the duplication of confidential material, provided that counsel for the party retaining the copy or imaging service instructs the service not to disclose any confidential material to third parties and to immediately return all originals and copies of any confidential material;

(g) during their depositions, witnesses in the action to whom disclosure is reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the designating party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal confidential material must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this agreement;

(h) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

4.3 Filing Confidential Material. Before filing confidential material or discussing or referencing such material in court filings, the filing party shall confer with the designating party, in accordance with Local Civil Rule 5(g)(3)(A), to determine whether the designating party will remove the confidential designation, whether the document can be redacted, or whether a motion to seal or stipulation and proposed order is warranted. During the meet and confer process, the designating party must identify the basis for sealing the specific confidential information at issue, and the filing party shall include this basis in its motion to seal, along with any objection to sealing the information at issue. Local Civil Rule 5(g) sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal. A party who seeks to maintain the confidentiality of its information must satisfy the requirements of Local Civil Rule 5(g)(3)(B), even if it is not the party filing the motion to seal. Failure to satisfy this requirement will result in the motion to seal being denied, in accordance with the strong presumption of public access to the Court’s files.

5. DESIGNATING PROTECTED MATERIAL

1 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each party
2 or non-party that designates information or items for protection under this agreement must
3 take care to limit any such designation to specific material that qualifies under the
4 appropriate standards. The designating party must designate for protection only those parts
5 of material, documents, items, or oral or written communications that qualify, so that other
6 portions of the material, documents, items, or communications for which protection is not
7 warranted are not swept unjustifiably within the ambit of this agreement.

8 Mass, indiscriminate, or routinized designations are prohibited. Designations that are
9 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to
10 unnecessarily encumber or delay the case development process or to impose unnecessary
11 expenses and burdens on other parties) expose the designating party to sanctions.

12 If it comes to a designating party's attention that information or items that it designated
13 for protection do not qualify for protection, the designating party must promptly notify all
14 other parties that it is withdrawing the mistaken designation.

15 5.2 Manner and Timing of Designations. Except as otherwise provided in this
16 agreement (see, e.g., second paragraph of section 5.2(b) below), or as otherwise stipulated
17 or ordered, disclosure or discovery material that qualifies for protection under this
18 agreement must be clearly so designated before or when the material is disclosed or
19 produced.

20 (a) Information in documentary form: (e.g., paper or electronic documents and
21 deposition exhibits, but excluding transcripts of depositions or other pretrial or trial
22 proceedings), the designating party must affix the word "CONFIDENTIAL" to each page
23 that contains confidential material. If only a portion or portions of the material on a page
24 qualifies for protection, the producing party also must clearly identify the protected
25 portion(s) (e.g., by making appropriate markings in the margins).

26 (b) Testimony given in deposition or in other pretrial proceedings: the parties
27 and any participating non-parties must identify on the record, during the deposition or other
28 pretrial proceeding, all protected testimony, without prejudice to their right to so designate
other testimony after reviewing the transcript. Any party or non-party may, within fifteen
days after receiving the transcript of the deposition or other pretrial proceeding, designate
portions of the transcript, or exhibits thereto, as confidential. If a party or non-party desires
to protect confidential information at trial, the issue should be addressed during the pre-
trial conference.

(c) Other tangible items: the producing party must affix in a prominent place on the exterior of the container or containers in which the information or item is stored the word “CONFIDENTIAL.” If only a portion or portions of the information or item warrant protection, the producing party, to the extent practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the designating party’s right to secure protection under this agreement for such material. Upon timely correction of a designation, the receiving party must make reasonable efforts to ensure that the material is treated in accordance with the provisions of this agreement.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any party or non-party may challenge a designation of confidentiality at any time. Unless a prompt challenge to a designating party’s confidentiality designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a significant disruption or delay of the litigation, a party does not waive its right to challenge a confidentiality designation by electing not to mount a challenge promptly after the original designation is disclosed.

6.2 Meet and Confer. The parties must make every attempt to resolve any dispute regarding confidential designations without court involvement. Any motion regarding confidential designations or for a protective order must include a certification, in the motion or in a declaration or affidavit, that the movant has engaged in a good faith meet and confer conference with other affected parties in an effort to resolve the dispute without court action. The certification must list the date, manner, and participants to the conference. A good faith effort to confer requires a face-to-face meeting or a telephone conference.

6.3 Judicial Intervention. If the parties cannot resolve a challenge without court intervention, the designating party may file and serve a motion to retain confidentiality under Local Civil Rule 7 (and in compliance with Local Civil Rule 5(g), if applicable). The burden of persuasion in any such motion shall be on the designating party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the challenging party to sanctions. All parties shall continue to maintain the material in question as confidential until the court rules on the challenge.

1 7. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
 2 OTHER LITIGATION

3 If a party is served with a subpoena or a court order issued in other litigation that
 4 compels disclosure of any information or items designated in this action as
 5 “CONFIDENTIAL,” that party must:

6 (a) promptly notify the designating party in writing and include a copy of the
 7 subpoena or court order;

8 (b) promptly notify in writing the party who caused the subpoena or order to
 9 issue in the other litigation that some or all of the material covered by the subpoena or order
 is subject to this agreement. Such notification shall include a copy of this agreement; and

10 (c) cooperate with respect to all reasonable procedures sought to be pursued by
 11 the designating party whose confidential material may be affected.

12 8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

13 If a receiving party learns that, by inadvertence or otherwise, it has disclosed
 14 confidential material to any person or in any circumstance not authorized under this
 15 agreement, the receiving party must immediately (a) notify in writing the designating party
 16 of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies
 17 of the protected material, (c) inform the person or persons to whom unauthorized
 18 disclosures were made of all the terms of this agreement, and (d) request that such person
 or persons execute the “Acknowledgment and Agreement to Be Bound” that is attached
 hereto as Exhibit A.

19 9. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
 20 PROTECTED MATERIAL

21 When a producing party gives notice to receiving parties that certain inadvertently
 22 produced material is subject to a claim of privilege or other protection, the obligations of
 23 the receiving parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).
 24 This provision is not intended to modify whatever procedure may be established in an e-
 25 discovery order or agreement that provides for production without prior privilege review.
 26 The parties agree to the entry of a non-waiver order under Fed. R. Evid. 502(d) as set forth
 herein.

27 10. NON-TERMINATION AND RETURN OF DOCUMENTS
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1 Within 60 days after the termination of this action, including all appeals, each receiving
 2 party must return all confidential material to the producing party, including all copies,
 3 extracts and summaries thereof. Alternatively, the parties may agree upon appropriate
 4 methods of destruction.

5 Notwithstanding this provision, counsel are entitled to retain one archival copy of all
 6 documents filed with the court, trial, deposition, and hearing transcripts, correspondence,
 7 deposition and trial exhibits, expert reports, attorney work product, and consultant and
 8 expert work product, even if such materials contain confidential material.

9 The confidentiality obligations imposed by this agreement shall remain in effect until a
 10 designating party agrees otherwise in writing or a court orders otherwise.

11 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
 12

13 DATED: March 25, 2024

14 By: /s/ Dawn McCraw

15 Dawn McCraw WA #54543

16 CONSUMER ATTORNEYS

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PURSUANT TO STIPULATION, IT IS SO ORDERED

IT IS FURTHER ORDERED that pursuant to Fed. R. Evid. 502(d), the production of any documents, electronically stored information (ESI) or information, whether inadvertent or otherwise, in this proceeding shall not, for the purposes of this proceeding or any other federal or state proceeding, constitute a waiver by the producing party of any privilege applicable to those documents, including the attorney-client privilege, attorney work-product protection, or any other privilege or protection recognized by law. This Order shall be interpreted to provide the maximum protection allowed by Fed. R. Evid. 502(d). The provisions of Fed. R. Evid. 502(b) do not apply. Nothing contained herein is intended to or shall serve to limit a party's right to conduct a review of documents, ESI or information (including metadata) for relevance, responsiveness and/or segregation of privileged and/or protected information before production. Information produced in discovery that is protected as privileged or work product shall be immediately returned to the producing party.

DATED: March 25, 2024



Honorable Tana Lin
United States District Court Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under
penalty of perjury that I have read in its entirety and understand the Stipulated Protective
Order that was issued by the United States District Court for the Western District of
Washington on [date] in the case of _____ [insert formal name of the case and
the number and initials assigned to it by the court]. I agree to comply with and to be bound
by all the terms of this Stipulated Protective Order and I understand and acknowledge that
failure to so comply could expose me to sanctions and punishment in the nature of
contempt. I solemnly promise that I will not disclose in any manner any information or
item that is subject to this Stipulated Protective Order to any person or entity except in
strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the
Western District of Washington for the purpose of enforcing the terms of this Stipulated
Protective Order, even if such enforcement proceedings occur after termination of this
action.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____